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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

SCHULTE PROPERTIES LLC

Debtor,

Case No. BK-S-18-12734-MKN
Chapter 11

**OPPOSITION TO MOTION TO
ENFORCE SETTLEMENT TERMS**

Hearing Date: OST
Hearing Time: 9:30 a.m.

SCHULTE PROPERTIES LLC (“Debtor”), by and through its counsel, MATTHEW L. JOHNSON, ESQ. of JOHNSON & GUBLER, P.C., hereby files its Opposition to Rushmore Loan Services, LLC’s Motion to Enforce Settlement Terms, and requests an award of attorney’s fees and costs for having to respond to this motion when the requested documents were provided and signed for by Rushmore back in May of 2021. To be clear, both properties have always been insured and the taxes are and have been current.

I. FACTS

1. Rushmore Loan Services, LLC (“Rushmore”) holds loans on two properties owned by the Debtor: 10317 Neopolitan Place, and 2861 Marathon Drive.
2. The Neopolitan property loan was held in the name of Melani Schulte’s mother, Leola Brinker, who passed away several years ago.
3. The Marathon Drive property was held in the name of Melani Schulte, personally, and in her ex-husband (who has also passed away), William R. Schulte.

4. In February of this year, the Debtor reached a settlement agreement with Rushmore for each property. In those agreements, the loans on the two properties were modified to include set monthly payments, with interest at 4%, and the loans being placed into the name of the Debtor.
5. As part of the Settlement Agreements, the loans would be “de-escrowed,” meaning that Schulte would pay all taxes and insurance regarding the two loans. Pursuant to section (1)(B)(iv) of the Settlement Agreements, which are on file with this Court as dockets 797-2 and 797-3, Schulte was to provide proof of payment of taxes and insurance in February and August. The Settlement Agreement signed by Schulte, however, states that Rushmore can make a written request and Schulte has 30 days to provide proof of payment of taxes or insurance. If Schulte does not do so, Rushmore could seek to compel that information but must provide 30 days notice prior to filing a motion. Either version requires Schulte to provide proof of payment of taxes and/or insurance, either upon written request, or in February and August. The executed copy is attached as Exhibit A.
6. As part of the Settlement Agreement, Rushmore was to ensure that the monthly mortgage statements correctly reflected the Parties’ agreement by showing (1) the correct monthly payment, (2) the correct interest rate, and (3) that no escrow would be charged. The statements were to be corrected no later than May 15, 2021. *See* Exhibit A at section (1)(B)(vii).

MARATHON PROPERTY

7. Insurance payments on the Marathon Property are due once a year, starting in June of each year.
8. At the time of the settlement agreement, the Marathon Property was insured through Century National, with its first bill due in June 2021.
9. On June 1, 2021, Schulte paid the entire insurance policy for the Marathon property, covering 6/16/2021 through 5/12/2022. A copy of the insurance policy information, as well as the check for \$647.00 sent to Century National for the yearly premium, is attached as Exhibit B.
10. The Property taxes for the Marathon Property may be paid in lump sum, or quarterly.

11. The status of the payment of Property taxes are available online for the public, including Rushmore and its counsel, to review. Attached as Exhibit C is a copy of the printout for the Marathon property showing that no taxes are due as of 8/23/2021. This also includes a payment receipt for taxes paid for the 3rd quarter in the amount of \$391.86.
12. As of March 5, 2021, Rushmore had not corrected the monthly statements and therefore Schulte contacted Rushmore to let them know that the payment amount and the interest rate had been corrected to properly reflect the agreement, but that it was still showing escrow when there was to be no escrow. *See* Exhibit D. Under the Agreement, Rushmore had until May 15, 2021 to correct the monthly statements.
13. By June 15, 2021, Rushmore's statements had still not been corrected. To date, every statement sent by Rushmore is still incorrect. There are still unapplied funds, which should not happen.
14. Schulte sent correspondence, through counsel, to Rushmore's counsel on June 15, 2021, pointing out those problems. Schulte also pointed out that it had received a request for proof of insurance on Neopolitan, when that had been sent by Certified mail to Rushmore on May 8, 2021. This was received on May 11, 2021 at 5:49 am. *See* Exhibit E.

NEOPOLITAN PROPERTY

15. On April 26, 2021, Rushmore sent a letter to Schulte claiming that insurance was about to expire and that they would be putting force-placed insurance on the Property. *See* Exhibit F.
16. On May 8, 2021, Schulte sent, by Certified Mail, return receipt requested, proof that the Property was insured through Century National Insurance. Schulte also sent a copy of the check for \$621.00, showing that the policy had been paid in full and would be in effect through May of 2022. Rushmore ***received*** this proof on May 11, 2021 at 5:49 a.m. *See* Exhibit G.
17. Despite having received proof of insurance by certified mail on May 11, 2021, Rushmore sent another letter to Schulte twenty-days later, on May 31, 2021, again claiming there was no insurance and they would be placing forced placed insurance on the Property. *See* Exhibit H.
18. Schulte then received another similar letter on June 24, 2021, again more than a month after Rushmore had ***received*** proof of insurance on May 11, 2021 by certified mail. *See* Exhibit I.

1 19. Schulte then received a letter dated July 5, 2021, finally acknowledging, approximately two
2 months after it had already provided proof of insurance, that the Property was, in fact, insured.
3 See Exhibit J.

4 20. All property taxes have been paid on both properties. See Exhibits K (Neopolitan) and C
5 (Marathon).

6 21. All insurance is current on both properties. See Exhibits G (Neopolitan) and B (Marathon)

7 22. Rushmore still has not complied with the Settlement Agreement, as the Statements are still
8 wrong. An Order should be entered requiring compliance with the Settlement Agreement, but it
9 is Rushmore that should be compelled to do so.

10 **ARGUMENT**

11 Schulte has complied with the terms of the settlement agreement. It has paid the insurance and
12 the taxes for both properties. At no point while this case has been pending has either the taxes or the
13 insurance not been paid. They have always been paid. Schulte sent, by certified mail, proof of
14 insurance on Neopolitan shortly after it renewed its policy. Despite this, Rushmore took more than
15 two months to acknowledge receipt of this information. The payment of taxes on the properties is
16 available online, free of charge, 24 hours per day to anyone who requests it. The *Elmira Litho, Inc.*,
17 case cited by Rushmore does not apply as there has always been insurance on these properties. To
18 date, Rushmore's statements are still incorrect. Rushmore is still holding funds "in suspense," failing
19 to correctly apply payments, and otherwise making error after error on these loans. Rushmore has
20 failed to apply any of the additional payments paid towards principal reduction as required. This, in
21 turn, causes the Debtor to be charged more interest than should be charged. Schulte, and not
22 Rushmore, should be granted relief, and Rushmore should be required to pay the Debtors' fees and
23 costs in responding to this Motion.

24 ///

25 ///

1 5. It is my position that Rushmore is in breach of the Settlement Agreement. There are 30
2 other properties that I am dealing with in assisting the Debtor. Rushmore continues to fail
3 to properly apply payments and to send proper statements. The Debtor requests that
4 Rushmore's Motion be denied and that this Court grant relief to the Debtor.
5
6 Stated under penalty of perjury this 23rd day of August, 2021.

7 /s/ Melanie Schulte

8 **CERTIFICATE OF SERVICE**

9 I hereby certify that I am an employee of Johnson & Gubler, PC, and that on August 23, 2021
10 I caused to be served a true and correct copy of the OPPOSITION TO MOTION TO ENFORCE
SETTLEMENT TERMS in the following manner:

11 ☒ **a. Electronic Service**

12 Under Administrative Order 02-1 (Rev. 8-31-04) of the United States Bankruptcy
13 Court for the District of Nevada, the above-referenced document was electronically
filed on the date hereof and served through the Notice of Electronic Filing
automatically generated by that Court's facilities.

14 **I declare under penalty of perjury that the foregoing is true and correct.**

15 Dated: August 23, 2021.

16 /s/ Annabelle Nudo

17 An Employee of Johnson & Gubler, P.C

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Agreement") is made and entered into by and between debtors Schulte Properties, LLC ("Schulte") and Melani Schulte ("Ms. Schulte") (together "Debtor Parties") and creditor Rushmore Loan Management Services, LLC ("Rushmore"), as of the date on which the Agreement is fully executed by all Parties ("Effective Date"). Rushmore and Debtor Parties are collectively the "Parties," and each individually is a "Party."

RECITALS

This Agreement is entered into with reference to the following facts and recitals which are true to the best of the Parties' knowledge and belief, and are made part of this Agreement:

WHEREAS, William R. Schulte and Ms. Schulte acquired the property at 2861 Marathon Drive, Henderson, NV 89074 (the "Property") on or about January 28, 1999;

WHEREAS, on or about July 30, 1999, William R. Schulte and Ms. Schulte executed a promissory note in the amount of \$113,600.00 in favor of Summit Mortgage Corporation dba Executive Mortgage to finance the Property (the "Note"), which was secured by a deed of trust recorded against the Property with the Clark County Recorder as instrument no. 199907300002896 (the "Deed of Trust"). The Note and Deed of Trust shall be collectively referred to herein as "the Loan";

WHEREAS, U.S. Bank, N.A., as trustee for the RMAC Trust, Series 2016-CTT ("U.S. Bank") is the current beneficiary of the deed of trust by way of an assignment recorded against the property on or about February 12, 2020. Rushmore is the current servicer of the Loan on behalf of U.S. Bank;

WHEREAS, William and Ms. Schulte filed for chapter 11 bankruptcy relief, in the United States Bankruptcy Court, District of Nevada, case number 09-29123-mkn, on October 11, 2009 ("2009 Bankruptcy");

WHEREAS, the court entered an order in the 2009 Bankruptcy on March 8, 2011, confirming William and Ms. Schulte's amended chapter 11 plan of reorganization;

WHEREAS, the plan confirmation order resulted in the Loan being crammed down to \$101,274.22, with the interest rate modified to 5.25%;

WHEREAS, William and Ms. Schulte received their discharge in the 2009 Bankruptcy on December 15, 2015;

WHEREAS, the Property was transferred to Schulte Properties, LLC, as allowed by the 2009 Bankruptcy plan confirmation order, on or about April 6, 2018;

WHEREAS, Rushmore alleges Debtor Parties failed to make all payments pursuant to the 2009 Bankruptcy plan confirmation order, resulting in a default under the terms of the Loan;

WHEREAS, Debtor alleges that most, if not all payments on the Loan were not properly applied and accounted for pursuant to the 2009 Bankruptcy plan confirmation order, and that, among other things, servicers did not properly board the loan, change the terms of the loan to conform with the March 8, 2011 Confirmation Order, did not inform the Debtor Parties of changes in servicing, continued to add unauthorized fees and costs to the loan that had been crammed down under the Plan, failed to change the interest rate, and failed to comply with Nevada mortgage servicing laws or rules;

WHEREAS, on May 31, 2017, Schulte Properties, LLC filed for chapter 11 bankruptcy in case no. 17-12883 ("2017 Bankruptcy");

WHEREAS, Schulte filed a motion to dismiss the 2017 Bankruptcy on November 15, 2017, which the court granted on January 16, 2018;

WHEREAS, on May 10, 2018, Schulte filed for chapter 11 bankruptcy relief a second time in the United States Bankruptcy Court, District of Nevada, case number 18-12734-mkn ("2018 Bankruptcy" and together with the 2009 and 2017 bankruptcies the "Bankruptcies");

WHEREAS, Schulte filed an amended proposed chapter 11 plan in the 2018 Bankruptcy on April 10, 2019 (ECF No. 346);

WHEREAS, Rushmore opposed confirmation of Schulte's proposed chapter 11 plan in the 2018 Bankruptcy;

WHEREAS, the court continued the confirmation hearing in the 2018 Bankruptcy to allow discovery and to hold an evidentiary hearing on plan confirmation;

WHEREAS, Ms. Schulte has indicated an intent to file a motion for a finding of civil contempt and sanctions for violation of the confirmation order and discharge injunction against Rushmore in the 2009 Bankruptcy with regard to the Loan and Property; and

WHEREAS, the Parties agree it is in their mutual interests to avoid the uncertainty and expense of further litigation regarding Schulte's proposed chapter 11 plan in the 2018 Bankruptcy and any sanctions or other adverse motion against Rushmore in the 2009 Bankruptcy by reaching a comprehensive settlement of the certain matters encompassed herein, without any admission of law or fact;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND RELEASES

1. SETTLEMENT PROVISIONS

- A. **Agreement Execution.** Within seven (7) calendar days from the date of request by Rushmore's Counsel, Debtor Parties shall execute this Agreement and deliver a copy of the executed Agreement to Rushmore's Counsel identified below. Within seven (7) calendar days of Rushmore's receipt of the executed Agreement from Debtor Parties, Rushmore shall execute and deliver a copy of the executed Agreement to Debtor Parties' Counsel identified below.
- B. **Loan Modification.** Effective beginning February 1, 2021, Rushmore shall modify the terms of the Loan ("Modified Loan"), as follows:
 - i. **Principal Balance.** The principal balance of the Modified Loan shall be \$129,509.51, to be paid over a 30-year period beginning February 1, 2021.
 - ii. **Interest Rate.** The Modified Loan shall accrue interest at the rate of 4.00% per year.
 - iii. **Monthly Payments.** The total monthly payment amount under the Modified Loan shall be

\$618.30.

- iv. **Escrow.** Rushmore shall de-escrow the Modified Loan account. Schulte shall be responsible for the payment of all taxes and insurance associated with the Modified Loan, and shall pay the taxes and insurance directly to the applicable taxing authorities and insurance companies. Schulte must provide proof of payment of insurance and/or taxes to Rushmore upon the written request of Rushmore. If Schulte fails to timely provide proof of payment of insurance or taxes within thirty (30) days of written request, Rushmore may seek court intervention to compel Schulte to provide proof of payment of insurance and/or taxes, and shall be entitled to any fees and costs associated with the filing of such motion, in accordance with paragraph 2.Q below. At least 30 days prior to filing any such motion, Rushmore shall provide written notice to Schulte and its counsel that it has not received proof of payment of insurance and/or taxes pursuant to this section 1(B)(iv) of the Agreement ("Rushmore Demand Letter"). Rushmore shall also be entitled to reasonable fees and costs associated with the Rushmore Demand Letter should the court find that Schulte breached this provision of the Agreement.
- v. **Waiver of Late Fees and Past-Due Payments.** Upon implementation of the Modified Loan, Rushmore shall waive all late fees, past-due payments, and any other past-due charges or fees on the Loan through February 1, 2021, bringing the Modified Loan current as of February 1, 2021.
- vi. **Payments Through January 2021.** Schulte shall continue to make regular payments on the Loan through the end of January, 2021 under the terms of the 2009 Bankruptcy confirmed plan. The first monthly payment under the Modified Loan shall be due on February 1, 2021.
- vii. **Monthly Mortgage Statements.** Debtor Parties recognize and understand that the terms of the Modification Agreement and Assumption Agreement (as defined below), and Modified Loan may take time to reflect on the monthly mortgage statements. Rushmore shall use its best efforts to implement the terms of this Agreement by February 1, 2021. By May 15, 2021, the terms of the Modification Agreement and Assumption Agreement (as defined below) and Modified Loan shall be reflected in the monthly mortgage statements. If Rushmore fails to adjust the monthly mortgage statements pursuant to this paragraph, Schulte may provide written notice to Rushmore to adjust such monthly mortgage statement ("Schulte Demand Letter"). If Rushmore fails to adjust the monthly mortgage statement consistent with this paragraph within thirty (30) days of written request, Schulte may seek court intervention to compel Rushmore to adjust such monthly mortgage statement, and shall be entitled to any fees and costs associated with the filing of such motion, in accordance with paragraph 2.Q below. Schulte shall also be entitled to reasonable fees and costs associated with the Schulte Demand Letter should the court find that Rushmore breached this provision of the Agreement.
- viii. **Payments Online.** Schulte may make its monthly mortgage payments through an online payment to Rushmore. Rushmore will utilize its best efforts to offer Schulte an online payment option on or before May 15, 2021.
- ix. **No Pre-Payment Penalty.** There shall be no pre-payment penalty in the event Schulte pays ahead on the Modified Loan. Any additional payments shall be immediately applied and posted to the principal balance, and shall not be held in suspense.
- x. **Unapplied Funds.** Upon execution of this Agreement by Debtor, Rushmore shall apply any unapplied funds which may currently be held in suspense to the outstanding principal balance

of the Modified Loan amount. The current amount of unapplied funds which Rushmore is holding in suspense is \$303.17.

- xi. **Incorporation of Terms.** With the exception of the modified terms outlined herein or as otherwise outlined in the Modification Agreement (as defined below), all other terms and conditions contained and agreed to in the Note and Deed of Trust remain the same, including but not limited to all remedies in the event of a default.
 - xii. **Modification Agreement.** The Parties shall execute a written modification agreement, suitable for recording, consistent with the terms expressed herein ("Modification Agreement"). Rushmore shall make its best efforts to deliver the written modification documents to Debtor Parties for execution on or before February 1, 2021. Debtor Parties agree to execute and deliver such documents as reasonably requested by Rushmore with respect to the Property to facilitate the Modification Agreement within 7 calendar days of Rushmore's delivery of the modification documents for execution.
- C. **Loan Assumption.** Concurrently with the execution of the Modification Agreement, subject to review of a title report and confirmation of no title issues which would prohibit or materially affect any loan assumption, the Parties shall execute a loan assumption agreement in the form provided by Rushmore ("Assumption Agreement"). The Assumption Agreement shall provide for assumption of the loan by Schulte Properties, LLC. Rushmore shall make its best efforts to deliver the written assumption documents to Debtor Parties for execution on or before February 1, 2021. Debtor Parties agree to execute and deliver such documents as reasonably requested by Rushmore with respect to the Property to facilitate the Assumption Agreement within seven (7) calendar days of Rushmore's delivery of the assumption documents for execution.
- D. **Controlling Agreement.** To the extent there is any conflict between this Agreement or the Modification Agreement, this Agreement controls the agreement between the Parties.
- E. **Consideration.** The Modification Agreement, Assumption Agreement, and Modified Loan are consideration for this Agreement and the terms herein, including but not limited to the Release (as defined below).
- F. **9019 Motion.** Within seven (7) calendar days of the Effective Date, the Parties shall file in the 2018 Bankruptcy a joint motion for approval of this Agreement pursuant to Fed. R. Bankr. P. 9019 (the "9019 motion"). This Agreement shall be contingent upon the court approving the Parties' 9019 motion.
- G. **Stipulation to Support Plan.** Rushmore agrees it will stipulate to vote in favor of plan confirmation in the 2018 Bankruptcy, so long as the proposed plan's treatment of the Property and Modified Loan is consistent with the terms of this Agreement.
- H. **Full Satisfaction.** The Modification Agreement, Assumption Agreement, and Modified Loan are in full satisfaction of each and every claim and/or allegation within the Bankruptcies which Debtor Parties brought or could have brought against Rushmore and it includes all attorneys' fees and costs that Debtor Parties may have incurred in connection with the Bankruptcies. The Modification Agreement, Assumption Agreement, and Modified Loan are in full satisfaction for any alleged actions by Rushmore through the Effective Date of this Agreement, which Debtor Parties allege is in any way in violation of any part of the 2009 Bankruptcy, including but not limited to Ms. Schulte's discharge injunction and/or plan confirmation order issued in the 2009 Bankruptcy.

- I. **Mutual Release.** For and in consideration of this Agreement made by the Parties, the receipt and sufficiency of which is hereby expressly acknowledged, both Parties for themselves and each of their present and former heirs, executors, administrators, partners, co-obligors, co-guarantors, guarantors, sureties, family members, spouses, attorneys, insurers, agents, representatives, predecessors, successors, assigns and all those who claim through them or could claim through them (collectively, **Releasors**) unconditionally and irrevocably remise, waive, satisfy, release, acquit, and forever discharge each other, and each of its present, former and future parents, predecessors, successors, assigns, assignees, affiliates, divisions, departments, subdivisions, owners, partners, principals, trustees, creditors, shareholders, joint ventures, co-venturers, officers and directors (whether acting in such capacity or individually), attorneys, vendors, accountants, nominees, agents (alleged, apparent or actual), representatives, employees, managers, administrators, and/or each person or entity acting or purporting to act for them or on their behalf, as well as any past, present or future person or any entity that held or holds any interest in the loan, including U.S. Bank, as trustee for the RMAC Trust, Series 2016-CTT and Rushmore (collectively, the **Releasees**), and each of them respectively, from and against any and all past and present claims, counterclaims, actions, defenses, affirmative defenses, suits, rights, causes of action, lawsuits, set-offs, costs, losses, controversies, agreements, promises and demands, or liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known, whether existing now or to come into existence in the future, arising at law or in equity, by right of action or otherwise, including, but not limited to, suits, debts, accounts, bills, damages, judgments, executions, warranties, attorneys' fees, costs of litigation, expenses, claims and demands whatsoever that the Releasors, or their attorneys, agents, representatives, predecessors, successors and assigns, have or may have against the Releasees, for, upon, or by reason of any matter, cause or thing, whatsoever, in law or equity, including, without limitation, the claims made or which could have been made by Debtor Parties in any of the Bankruptcies, or in connection with the Loan or in any way related to the Property, or any servicing act or omission (collectively, **Released Matters**). Notwithstanding the above, nothing contained in this Agreement shall release any claims that Ms. Schulte or Debtor may have against any person or entity other than the Releasees regarding the Loan on the Marathon Property. This Release is intended to apply only to the Releasees as to the Marathon Loan, and not to any other loan servicers or lenders. This Release shall also not apply to any future servicer that is/are not in compliance with the terms of this Agreement.
- J. **Excluded Claims:** This Agreement does not apply to any separate continuing contractual and/or equitable obligations as may currently exist between or among the Parties, except as expressly indicated herein, including, for example, existing loans encumbering other property of Debtor Parties, credit cards held by Debtor Parties or any other banking, credit card or investment relationship with Rushmore, including but not limited to Rushmore and/or its affiliated entities.

2. ADDITIONAL TERMS

- A. **Adequate Consideration.** The consideration received in connection with this Agreement is fair, adequate and substantial and consists only of the terms set forth in this Agreement.
- B. **Covenant Not to Sue.** Debtor Parties agree not to cause claims to be made in any court or other forum against the Releasees for any matter within the scope of the releases contained herein.
- C. **Further Assurances.** Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.
- D. **No Admission of Liability.** Each of the Parties understands and agrees that this Agreement and the

settlement provided for herein, are intended to compromise disputed claims and defenses, to avoid litigation and to buy peace, and that this Agreement and the settlement provided for herein shall not be construed or viewed as an admission by any Party of liability or wrongdoing, such liability being expressly denied. This Agreement, and the settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence or support a contention that any of the Parties acted illegally, improperly, or in breach of law, contract or proper conduct.

- E. **Waiver.** The failure of either Party to demand from the other Party performance of any act under the Agreement shall not be construed as a waiver of that Party's right to demand, at any subsequent time, such performance.
- F. **Tax Consequences.** Debtor Parties agree that if it is later determined by the Internal Revenue Service or any other taxing body that taxes of any type should have been paid in connection with any benefit they receive pursuant to this Agreement, they will be solely responsible for paying such taxes. Rushmore makes no representations or warranties regarding the legal effect or tax consequences of this Agreement, or of any such filing or reporting by Rushmore. Debtor Parties further expressly acknowledge that they neither received nor relied upon any tax advice from Rushmore or its representatives and attorneys.
- G. **Choice of Law.** This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of Nevada without regard to Nevada's choice of law rules.
- H. **Parties' Counsel.** As used in this Agreement, the phrase "Debtor Parties' Counsel" means Matthew L. Johnson, Esq. and/or Ashveen Dhillon, Esq., Johnson & Gubler, PC, Lakes Business Park, 8831 W. Sahara Ave., Las Vegas, Nevada 89117, and any and all of their current and former owners, predecessors, successors, partners, shareholders, agents (alleged or actual), representatives, employees and affiliates. Debtor's Counsel represents and warrants that (i) the term "Debtor Parties' Counsel," as defined above, includes all persons (natural or legal) and entities having any interest in any award of attorneys' fees or litigation costs to Debtor Parties' Counsel in connection with the Bankruptcies; or (ii) that, to the extent there are other persons or entities having any interest in any award of attorneys' fees or litigation costs in connection with the Bankruptcies, they will be satisfied by Debtor Parties' Counsel. As used in this Agreement, the phrase "Rushmore's Counsel" means Natalie L. Winslow, Esq. and/or Jamie K. Combs, Esq., Akerman, LLP, 1635 Village Center Circle, Suite 200, Las Vegas, Nevada 89134.
- I. **No Interpretation of Captions or Headings.** The captions and headings within this Agreement are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.
- J. **Severability.** If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.
- K. **Neutral Interpretation and Counterparts.** The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any Party. This Agreement may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.

- L. **Integration / Single Agreement.** This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied between the Parties with respect to the subject matter of this Agreement, except as described within this Agreement, and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. The terms and conditions of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement. This provision does not apply either to any other business relations between the Parties (e.g., a credit card, investment or bank account) not related to the subject matter of the release with this Agreement.
- M. **Amendments to the Agreement.** This Agreement shall not be altered, amended or modified by oral representation made before or after the execution of this Agreement. All amendments or changes of any kind must be in writing, executed by all Parties.
- N. **Authority.** Debtor Parties represent and warrant that they have not sold, transferred, conveyed, assigned, or otherwise disposed of any right, title or interest in any of the Released Matters herein to any person or entity, and that Debtor Parties are not aware of any other person or entity who may have or who has asserted or can assert a right, title, or interest in any of the Released Matters covered by this Agreement. Debtor Parties further affirm that they are fully capable of executing this Agreement and understand its contents and further that they have legal counsel of their own choice or that they have had an opportunity to obtain such legal counsel to explain the legal effect of signing this Agreement.
- O. **Advice of Counsel.** Each Party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The individuals whose signatures are affixed to this Agreement in a personal or representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without coercion by any other Party or non-party hereto.
- P. **Successors.** This Agreement shall inure to the benefit of the respective heirs, successors, and assigns of the Parties, and each and every one of the Releasees shall be deemed to be intended third-party beneficiaries of this Agreement.
- Q. **Attorneys' Fees.** Unless otherwise expressly set forth herein, Debtor Parties shall bear their own attorneys' fees, costs, and expenses in connection with the matters set forth in the Agreement, including, but not limited to, the negotiations and preparation of this Agreement. However, if any Party institutes legal proceedings over the enforcement of this Agreement or any provision of it, the prevailing Party shall be entitled to recover from the losing Party its costs, including reasonable attorneys' fees, at both the trial and appellate levels.
- R. **Other Accounts/ Future Events.** The Parties understand and agree that this Agreement shall not, under any circumstances, be deemed to prohibit Rushmore (or any other person or entity) from continuing to take any actions with regard to any other mortgage, credit or account obtained by Debtor Parties from Rushmore, including but not limited to such actions as acceleration and foreclosure as may be appropriate in the event of a future default on the at-issue Modified Loan or any other mortgage or credit obtained by Debtor Parties from Rushmore.
- S. **Jurisdiction.** The United States Bankruptcy Court for the District of Nevada shall retain jurisdiction over

this Agreement, and any dispute concerning this Agreement shall first be brought in the United States Bankruptcy Court for the District of Nevada.

IN WITNESS WHEREOF, the Parties hereto evidence their agreement as a sealed instrument and have executed this Agreement as of the day and year first below written.

[SIGNATURES ON FOLLOWING PAGES]

Melani Schulte, Individually

Melani Schulte

Melani Schulte

Date Executed: 2/1/2021

Schulte Properties, LLC

Melani Schulte

Authorized Signature

Date Executed: 2/1/2021

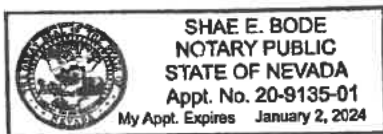
By: MELANI SCHULTE
Print Name

Title: MANAGER

State of (NEVADA)

County of (CLARK)


On this, the 1 day of FEBRUARY, 2021, before me, Melanie Schulte, a notary public, personally appeared Melani Schulte known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.



[Signature]
Notary Public

My Commission Expires: 1-2-24

Rushmore Loan Management Services LLC


Authorized Signature

Tim Lightfoot

By: _____
Print Name

Vice President

Title: _____

Date Executed: FEB 03 2021


State of (TEXAS)

County of (Dallas)

SUBSCRIBED and SWORN to before me on this _____ day of FEB 03 2021, 2021,

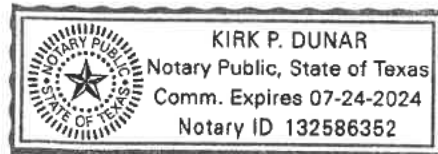
by Tim Lightfoot, ☒ known to me (☐ or satisfactorily proven to me through
(insert name of signer)

production of PERSONALLY KNOWN as identification) to be the person(s) who appeared before me.
(seal)


(Type or print name below signature)

KIRK P. DUNAR
Notary Public, State of TEXAS

Commission No.: 132586352
My Commission Expires: 24 JUL 2024



SCHULTE PROPERTIES LLC
 DEBTOR IN POSSESSION
 BANKRUPTCY CASE #18-12734-MKN
 9811 W CHARLESTON BLVD STE 2-351
 LAS VEGAS, NV 89117

U.S. BANK NATIONAL ASSOCIATION
 LAS VEGAS, NV 89102
 94-169/1212

14023

06/01/2021

PAY TO THE ORDER OF **CENTURY NATIONAL INSURANCE COMPANY**

\$ 647.00

**** SIX HUNDRED FORTY-SEVEN AND 00/100 DOLLARS

DOLLARS

PROTECTED AGAINST FRAUD

CENTURY NATIONAL INSURANCE
 COMPANY
 C/O NATIONAL GENERAL INSURANCE
 PO BOX 89431
 CLEVELAND, OH 44101-6431

VOID AFTER 90 DAYS

MEMO

MARAD - PROPERTY INSURANCE #2006...

Policy # 2006431082

SCHULTE PROPERTIES LLC 2018 OPERATI

⑈014023⑈

SCHULTE PROPERTIES LLC

14023

Date: 06/01/2021 Check #14023 Account: SCHULTE PROPERTIES LLC 2018
 Pay to: CENTURY NATIONAL INSURANCE COMPANY

Property	Unit	Reference	Description	Amount
MARAD - 177-13-210-013 - 2861 MARATHO...		MARAD - PROPERTY INSURANCE ...	MARAD - PROPERTY INSURANCE ...	647.00
				647.00

Policy # 2006431082

SCHULTE PROPERTIES LLC

14023

Date: 06/01/2021 Check #14023 Account: SCHULTE PROPERTIES LLC 2018
 Pay to: CENTURY NATIONAL INSURANCE COMPANY

Property	Unit	Reference	Description	Amount
MARAD - 177-13-210-013 - 2861 MARATHO...		MARAD - PROPERTY INSURANCE ...	MARAD - PROPERTY INSURANCE ...	647.00
				647.00

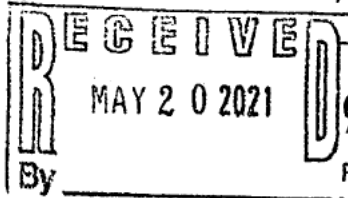
PAYMENT
 RECORD



MARAD

**CENTURY-NATIONAL**
A NATIONAL GENERAL COMPANYPO Box 3199 • Winston Salem, NC 27102-3199
SP 05MELANI SCHULTE
STE 2-351
9811 W CHARLESTON BLVD
LAS VEGAS, NV 89117

Policy Number: 2006431082
 Account Number: 2006431082
 Product: Dwelling Fire
 Policy Period: 6/16/2021 - 6/16/2022
 Date: 5/12/2021
 Agent: Westwood Insurance Agency, Inc.
 (800) 676-5066



go PAPERLESS

Register at: www.NatGenPremier.com
 Mail your payment with coupon below

This is your renewal bill and your policy documents are enclosed. Your current policy will expire on 6/16/2021 at 12:01 A.M. We are pleased to offer to renew your policy for another term. Your renewal payment must be received by 6/16/2021 in order to maintain continuous coverage.

PAYMENT OPTIONS**Pay Now**

Pay in full	Save Money! Avoid installment fees by paying your account balance in full.	\$647.00
Automatic Payments	Enrollment required. See reverse side for more information on enrollment.	\$647.00
Installment	Due Date 6/16/2021	\$647.00

Note: If received in our office after the due date, a \$25.00 late charge may apply.

1041NV (06012012)

-- Please see reverse side for additional information --

If mailing, please detach the coupon below and return with your payment. Please mail 7 days in advance.

Payment Coupon

Policy Number: 2006431082

Minimum Amount Due \$647.00

Payment Due Date 6/16/2021

Amount Enclosed:

Named Insured:

MELANI SCHULTE
9811 W CHARLESTON BLVD
STE 2-351
LAS VEGAS, NV 89117

☐ Check for address change
 or paperless enrollment.
 Please note your changes
 on reverse side.

Our records show the following:

Email: Missing, please provide on reverse

Phone: (702) 275-9904

For automated payments please visit www.NatGenPremier.com
 or call 1-844-582-7974

If mailing, please make check payable to:
Century-National Insurance Company

NATIONAL GENERAL INSURANCE
 PO BOX 89431
 CLEVELAND OH 44101-6431



2642735

**CENTURY-NATIONAL**
A NATIONAL GENERAL COMPANY

PO Box 3199 • Winston Salem, NC 27102-3199

Policy Number:

2006431082

Named Insured:

MELANI SCHULTEMELANI SCHULTE
9811 W CHARLESTON BLVD
STE 2-351
LAS VEGAS, NV 89117

Policy Period:

6/16/2021 - 6/16/2022

12:01 AM

Date of Notice:

5/12/2021

Policy Underwritten By:

Century-National Insurance Company
24 Hour Claim Reporting: 1-844-582-7969
For Policy Information: 1-844-582-7974
www.NatGenPremier.com

9008288

Westwood Insurance Agency, Inc.
8407 Fallbrook Ave Ste 200
West Hills CA 91304
(800) 676-5066**DESCRIBED LOCATION/RESIDENCE PREMISES**2861 Marathon Dr
Henderson, NV 89074-2497**CENTURY NATIONAL DWELLING FIRE POLICY DECLARATIONS****TRANSACTION TYPE:**

Renewal

PAYMENT TYPE:

DIRECT BILL - 1-Pay

Dear Policyholder,

WESTWOOD INSURANCE AGENCY, INC. and NATIONAL GENERAL INSURANCE are pleased to present you with your
Renewal dwelling fire insurance policy.In the event of a loss, call our toll-free number 1 -844-582-7969 for 24-hour claim reporting. Our dedicated professionals are ready to
help 24 hours a day, seven days a week.Thank you for letting us be of service and if you have any questions, please contact WESTWOOD INSURANCE AGENCY, INC. at
(800) 676-5066.**MESSAGES**PLEASE REFER TO THE "IMPORTANT NOTICES" SECTION OF THIS POLICY FOR IMPORTANT INFORMATION
CONCERNING THIS POLICY.

To keep pace with rising replacement costs, your property coverage limits have been upgraded.

BASIC POLICY COVERAGES



EXTENDED COVERAGE	\$	Included
SPECIAL FORM	\$	249.00
PERSONAL LIABILITY	\$	20.00
MEDICAL PAYMENTS TO OTHERS	\$	Included
ADDITIONAL COVERAGES	\$	5.00
TOTAL PREMIUM	\$	647.00

POLICY CREDITS

Included in the above premium are the following credits:

Premises Alarm or Fire Protection System Credit

MORTGAGEE/ADDITIONAL INSUREDS/ADDITIONAL INTEREST

Additional Insured
 SCHULTE PROPERTIES LLC
 9811 W CHARLESTON BLVD SUITE 2-351
 LAS VEGAS, NV 89117

RATING INFORMATION

RISK STATE NV	OCCUPANCY TENANT OCCUPIED	USAGE RENTAL PROPERTY	TERRITORY 31	TAX CODE	FAMILIES 1
CONSTRUCTION FRAME	YEAR 1986	FEET TO HYDRANT 0 -500	MILES TO STATION 0-5	PROTECTION CLASS 1	
BUILDING CODE GRADING 99	ROOF TYPE Asphalt or Composition Shingle	ROOF AGE	RATING DATE 05-12-2021		

IMPORTANT NOTICES

Includes Copyrighted Material of Insurance Services Office, Inc. with its permission
 Copyright, Insurance Services Office, Inc. 1988-2022

MAR

MARAD



CLARK COUNTY

RECEIPT NUMBER: 48696575

Page 1 of 1

Entered: 8/9/2021 11:33 AM

Interest Date: 8/9/2021

Cashier: angelat

Drawer: 2030

Amount Tendered: \$391.86

Less Change: \$0.00

Amount Applied: \$391.86

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
177-13-210-013	2022	505	\$388.80	Property Tax Principal
	2022	WATLV	\$3.06	Las Vegas Artesian Basin
		TOTAL:	\$391.86	

Form of Payment	Amount	Reference	Payer
Check	\$391.86	CK 14342	SCHULTE PROPERTIES L L C
TOTAL:	\$391.86		

Thank you for your payment.

End of Receipt Number 48696575: 1 Page

SCHULTE PROPERTIES L L C
9811 W CHARLESTON BLVD #2-351
LAS VEGAS NV 89117

RECEIPT NUMBER: 48696575

[PROD]

Run: 8/9/2021 11:33:27 AM

Property Account Inquiry - Summary Screen

New Search	Recorder	Treasurer	Assessor	Clark County Home
-------------------	-----------------	------------------	-----------------	--------------------------

Parcel ID	177-13-210-013	Tax Year	2022	District	505	Rate	2.9603
-----------	----------------	----------	------	----------	-----	------	--------

Situs Address:	2861 MARATHON DR HENDERSON
Legal Description:	ASSESSOR DESCRIPTION: WINDHAM HILL EST UNIT #1 PLAT BOOK 34 PAGE 93 LOT 13 BLOCK 1 1GEOID: PT SW4 NW4 SEC 13 22 61

Status:	Property Characteristics	Property Values	Property Documents
Active	Tax Cap Increase Pct. 7.7	Land 25900	2018040602400 4/6/2018
Taxable	Tax Cap Limit Amount 1555.17	Improvements 35352	2013082102196 8/21/2013
	Tax Cap Reduction 258.07	Total Assessed Value 61252	2010110103383 11/1/2010
	Land Use 1-10 Single Family Residential	Net Assessed Value 61252	2007030106438 3/1/2007
	Cap Type OTHER	Exemption Value New Construction 0	2007020103162 2/1/2007
	Acreage 0.1600	New Construction - Supp Value 0	2004082404149 8/24/2004
	Exemption Amount 0.00		99073002895 7/30/1999

Role	Name	Address	Since	To
Owner	SCHULTE PROPERTIES L L C	9811 W CHARLESTON BLVD #2-351 , LAS VEGAS, NV 89117 UNITED STATES	4/18/2018	Current

Summary	
Item	Amount
Taxes as Assessed	\$1,813.24
Less Cap Reduction	\$258.07
Net Taxes	\$1,555.17

PAST AND CURRENT CHARGES DUE TODAY		
Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 8/23/2021		\$0.00

NEXT INSTALLMENT AMOUNTS		
Tax Year	Charge Category	Installment Amount Due
2022	Property Tax Principal	\$388.79
NEXT INSTALLMENT DUE AMOUNT due on 10/4/2021		\$388.79

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR		
Tax Year	Charge Category	Remaining Balance Due
2022	Property Tax Principal	\$1,166.37
2022	Las Vegas Artesian Basin	\$0.00
TAX YEAR TOTAL AMOUNTS DUE as of 8/23/2021		\$1,166.37

PAYMENT HISTORY	
Last Payment Amount	\$391.86
Last Payment Date	8/9/2021
Fiscal Tax Year Payments	\$391.86
Prior Calendar Year Payments	\$1,446.40
Current Calendar Year Payments	\$391.86

From: [Matthew Johnson](#)
To: natalie.winslow@akerman.com
Cc: [Melani Schulte](#)
Subject: Schulte
Date: Friday, March 5, 2021 9:46:00 AM
Attachments: [image001.png](#)

Hi Natalie:

I wanted to follow up with you on our settlement. I know that your client has until May to make the changes to the monthly statements. We received the February statement. Your client has updated the interest rate to 4%, and has updated the loan amounts. However, they are still pulling money out for escrow for property taxes and insurance, which under the agreement they are not supposed to do. I would request that you contact them and make sure that is corrected, because each payment where this is not corrected it is going to cause less to be applied to principal, and we will be in the same situation that we were in when all of this started. I appreciate you following up on this and making sure that the February payment (and all payments going forward) are properly applied. Thank you.

Matthew L. Johnson
Johnson & Gubler, P.C.
Lakes Business Park
8831 West Sahara Avenue
Las Vegas, Nevada 89117
(702) 471-0065
(702) 471-0075 facsimile
mjohnson@mjohnsonlaw.com
www.johnsongubler.com

Board Certified in Business Bankruptcy Law, American Board of Certification - Admitted in Nevada, Colorado, Arizona, and Utah. Recognized as a Specialist in Business Bankruptcy Law by the State Bar of Nevada.

This communication may contain information that is privileged under the attorney-client privilege, or the work product doctrine, and should be read only by the person to whom it is addressed. If you have received this communication in error, please delete it immediately. Johnson & Gubler, P.C.



Board Certified in Business
Bankruptcy Law



Exhibit E

JOHNSON & GUBLER, P.C.

Attorneys

MATTHEW L. JOHNSON +
RUSSELL G. GUBLER*
ASHVEEN S. DHILLON
TIMOTHY S. CORY, OF COUNSEL

LAKES BUSINESS PARK
8831 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89117
e-mail: mjohnson@mjohnsonlaw.com

(702) 471-0065 Office
(702) 471-0075 Facsimile

*ADMITTED IN NEVADA, UTAH AND COLORADO
BOARD CERTIFIED IN BUSINESS BANKRUPTCY LAW BY THE AMERICAN BOARD OF CERTIFICATION
*ADMITTED IN UTAH AND NEVADA

June 15, 2021

Sent by email at natalie.winslow@akerman.com

Rushmore Loan Management Services, LLC
c/o Natalie L. Winslow, Esq.
AKERMAN LLP
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134

RE: Property Address: 10317 Neopolitan Place, Las Vegas, Nevada 89144
 Account Number: 7601549574
 Mortgagor(s): Schulte Properties LLC
 Property Owner: Schulte Properties LLC
 Bankruptcy Case: 18-12734-MKN
 Our File No: 2145-001

AND

Property Address: 2861 Marathon Drive, Henderson, Nevada 89074
Account Number: 7600352275
Property Owner: Schulte Properties LLC
Bankruptcy Case: 18-12734-MKN
Our File No: 2145-001

Dear Ms. Winslow:

As you are aware, this office represents Schulte Properties in the above-referenced bankruptcy case. This letter shall serve as a Notice of Default of the Settlement Agreement(s) entered into between Schulte Properties and Rushmore Loan Services regarding the above-referenced properties.

Pursuant to section 1(B)(vii) of the Settlement Agreement, Rushmore was to use best efforts to properly reflect the terms of the settlement on the monthly mortgage statements of both properties by February 1, 2021, and by May 15, 2021, those terms were to be implemented and the Modified Loan was to be reflected in the monthly mortgage statements. Pursuant to that section, Rushmore has thirty (30) days from the date of this letter to correct the monthly mortgage statements to ensure that the information contained in those statements is accurate. The following inaccuracies still exist:

10317 Neopolitan Place

The statement for this property now accurately reflects that the interest rate is 4%. It also reflects the correct payment amount. However, once again, Rushmore has failed to properly apply payments. It has also improperly threatened to purchase force placed insurance, incorrectly claiming that Schulte Properties has failed to provide proof of insurance upon request. Schulte Properties has been making the regular payment of \$712.83 since February 1, 2021 per the Settlement Agreement. In addition to the regular payment, Schulte Properties, pursuant to paragraph 1(B)(ix) of the Settlement Agreement, has made additional principal reduction payments for April, 2021 in the amount of \$600.00, May, 2021 in the amount of \$575.00, and June 2021 in the amount of \$575.00. The checks were sent in the same envelope each month. Under the Settlement Agreement, any extra payments were to be **immediately** applied to the principal balance (which in turn would reduce the interest being charged). Each of the checks for additional principal clearly state on the memo line that the checks are to be applied as a principal balance reduction. None of these payments are properly reflected in the monthly statements. Instead, Rushmore has applied them as regular monthly payments, and as of May 11, 2021, show the next payment due in July of 2021. Pursuant to paragraph 1(B)(ix) of the Settlement Agreement, "Any additional payments shall be **immediately** applied and posted to the principal balance, and shall not be held in suspense." *Id. (emphasis supplied)*. Rushmore has failed to apply the three extra payments to principal or to reflect those payments as such in the monthly mortgage statements or to show that the principal balance has been reduced by those payments. Rushmore continues to charge interest on a principal balance that is higher than what it actually should be.

In addition, on April 26, 2021, Rushmore requested proof of insurance on the Neopolitan Property. Schulte Properties sent proof of insurance by certified mail on May 8, 2021. Schulte not only provided proof of insurance, but it also included a copy of the check to the insurance company so that Rushmore would know that the insurance was, in fact, paid. According to the certified mail tracking from the United States Postal Service, Rushmore received the proof of insurance on May 11, 2021 at 5:49 a.m. at its offices in San Antonio, Texas. Despite this proof, Rushmore sent a letter entitled "Second and Final Notice" dated May 31, 2021, claiming that Rushmore had not received proof of insurance, when such proof was sent by certified mail and received by Rushmore on May 11, 2021, twenty (20) days earlier. The Second Notice states that Rushmore intends to purchase forced place insurance, which of course, is another violation of the Settlement Agreement.

2861 Marathon Drive

The statement for this property now accurately reflects that the interest rate is 4%. It also reflects the correct payment amount. However, once again, Rushmore has failed to properly apply payments. Schulte Properties has been making the regular payment of \$618.30 since February 1, 2021 per the Settlement Agreement. In addition to the regular payment, Schulte Properties, pursuant to paragraph 1(B)(ix) of the Settlement Agreement, has made additional principal reduction payments for April, 2021 in the amount of \$500.00, May, 2021 in the amount of \$475.00, and June 2021 in the amount of \$450.00. The checks were sent in the same envelope each month. Each of the checks clearly state on the memo line that the additional checks are to be applied as a principal balance reduction. None of these payments are properly reflected in the monthly statements. Instead, Rushmore has applied them as regular monthly payments, and as of May 11, 2021, show the next payment due in July of 2021. Pursuant to paragraph 1(B)(ix) of the Settlement Agreement, "Any additional payments shall be **immediately** applied and posted to the principal balance, and shall not be held in suspense." *Id. (emphasis supplied)*. Rushmore has

failed to apply the three extra payments to principal or to reflect those payments as such in the monthly mortgage statements or to show that the principal balance has been reduced by these payments. Rushmore continues to charge interest on a principal balance that is higher than what is actually owed.

Please ensure that (1) the payments are properly applied, (2) the monthly mortgage statements reflect the payments properly, and (3) that Rushmore rescinds its notice regarding proof of insurance on the Neopolitan property within thirty (30) days of the date of this letter. Otherwise Schulte will seek court intervention to compel these requests and seek costs and fees pursuant to paragraph 1(B)(vii) of the Settlement Agreement. Finally, Schulte Properties would like to begin making its payments online as allowed under paragraph 1(B)(viii) of the Settlement Agreement. Please provide information as to how Schulte Properties may begin making online payments. Thank you for your anticipated cooperation.

Very truly yours,

/s/ Matthew L. Johnson

Matthew L. Johnson, Esq.

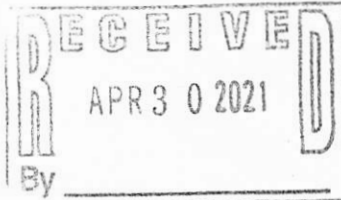
MLJ:aan
cc: client

NEOPP

Exhibit F



RUSHMORE LOAN MANAGEMENT SERVICES LLC
ISAOA ATIMA
PO BOX 692409
SAN ANTONIO, TX 78269-2409



April 26, 2021

Property Address:
10317 NEOPOLITAN PLACE
LAS VEGAS, NV 89144

Coverage Type: FIRE**Loan Number:** XXXXXXXXXXXXXXX9574**Mortgagee-Payee Clause:**

RUSHMORE LOAN MANAGEMENT SERVICES, LLC
ISAOA/ATIMA
P O BOX 692409
SAN ANTONIO, TX 78269-2409

3613 0.9550 EX 0.000

15 2 34

SCHULTE PROPERTIES LLC
9811 W CHARLESTON BLVD 2-351
LAS VEGAS NV 89117

Dear Schulte Properties LLC:

Our records show that your insurance policy expired, and we do not have evidence that you have obtained new coverage. **Because insurance is required on your property, we plan to buy insurance for your property.** You must pay us for any period during which the insurance we buy is in effect, but you do not have insurance.

You should immediately provide us with your insurance information. Please ask your agent to provide the documentation by one of the convenient methods listed below. Please ensure that the documentation references your loan number and that the Mortgagee-Payee Clause reads as listed above.

The insurance we buy:

- May be significantly more expensive than the insurance you can buy yourself.
- May not provide as much coverage as an insurance policy you buy yourself.

If you have any questions, please contact us at (866) 735-2998, Monday through Friday, 8:00 AM to 6:00 PM Central Time.

Sincerely,

Insurance Department

(Please see the attached for additional information regarding this request)



Page 2
 Schulte Properties LLC
 XXXXXXXXXXXXXXXX9574

IMPORTANT INFORMATION REGARDING REQUIRED INSURANCE

If you have already purchased insurance, or if you reside in a condominium or townhouse and are insured under a master insurance policy issued to your Homeowners Association, please provide us with a copy of your current policy. Please ensure the insurance policy you provide includes:

- Full property address matching what is shown on the prior page
- Minimum coverage amount of \$148,226
- Coverage period with an effective date of 04/22/21
- Mortgagee-Payee Clause matching what is shown on the prior page
- Named insured
- Deductible amounts

If proof of acceptable insurance is not received within 56 days, we may purchase insurance in order to protect our interest in the property. If purchased, the insurance will remain in effect until you provide us with other acceptable coverage. The insurance we purchase will not provide coverage for liability, contents of the structure, or for personal property, earthquake, or flood. The amount of coverage may not be sufficient to fully rebuild or replace your structure in the event of a loss. The cost of this policy will be charged to you, and you will be responsible for paying for such amounts.

PLEASE TAKE IMMEDIATE ACTION BY PROVIDING EVIDENCE OF YOUR INSURANCE IN ONE OF THE CONVENIENT METHODS LISTED BELOW.

ONLINE: www.imcovered.com/rushmore
AND BY ENTERING YOUR UNIQUE IDENTIFIER
 6513230201

EMAIL THE DECLARATION PAGE AS AN ATTACHMENT TO:
rushmore@imcovered.com

FAX POLICY DECLARATION PAGE TO:
 (866) 257-4121

MAIL POLICY DECLARATION TO:
 Rushmore Loan Management Services, LLC
 P O Box 692409
 San Antonio, TX 78269-2409

Schulte Properties LLC
XXXXXXXXXXXXXXXX9574

ADDITIONAL NOTICES

Rushmore Loan Management Services LLC is a Debt Collector, who is attempting to collect a debt.

Bankruptcy Notice. If you are in bankruptcy or if your obligation to repay this loan was discharged in bankruptcy, this informational notice is sent to you in order to comply with statutory requirements. It is not an attempt to collect a debt. You may disregard information relating to payment remittance. You are not obligated to make payments and any amount(s) you do pay Rushmore is at your discretion. Please note, however, Rushmore reserves the right to exercise its legal rights, including but not limited to foreclosure of its lien interest, only against the property securing the original obligation.

If you have any other mortgage loans secured by the same property not serviced by Rushmore, please contact your other servicer directly to discuss any possible loss mitigation options that may be available to you.

If you are a confirmed Successor-in-Interest who has not assumed the mortgage loan obligation under State Law, this letter is being sent for information purposes only and does not constitute personal liability with respect to the debt.

LEGAL NOTIFICATION: Rushmore Loan Management Services LLC may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Notice of Error Resolution & Information Request Procedures

The following outlines the Error Resolution and Information Request Procedures for your mortgage account at Rushmore Loan Management Services LLC (RLMS). Please keep this document for your records.

If you think an error has occurred on your mortgage account or if you need specific information about the servicing of your loan, please write us at:

Rushmore Loan Management Services LLC
P.O. Box 52262
Irvine, California 92619-2262

All written requests for information or notices of error should contain the following information:

1. Your name
2. Account number
3. Property Address
4. Description of the error and explanation as to why you believe it is an error or a request for specific information regarding the servicing of your loan
5. Current contact information so we may follow up with you

All written requests for specific information will be handled within 30 days of receipt. We will determine whether an error occurred within 30 days after receiving your notice of error and will correct any error promptly (Notices of error on payoff statements will be handled within 7 days). If additional time is needed to investigate your complaint or request, we may take up to 45 days but we will notify you of the extension within the original 30 days. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

HUD STATEMENT

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll free telephone at 1-800-569-4287.

Equal Credit Opportunity Act Disclosure

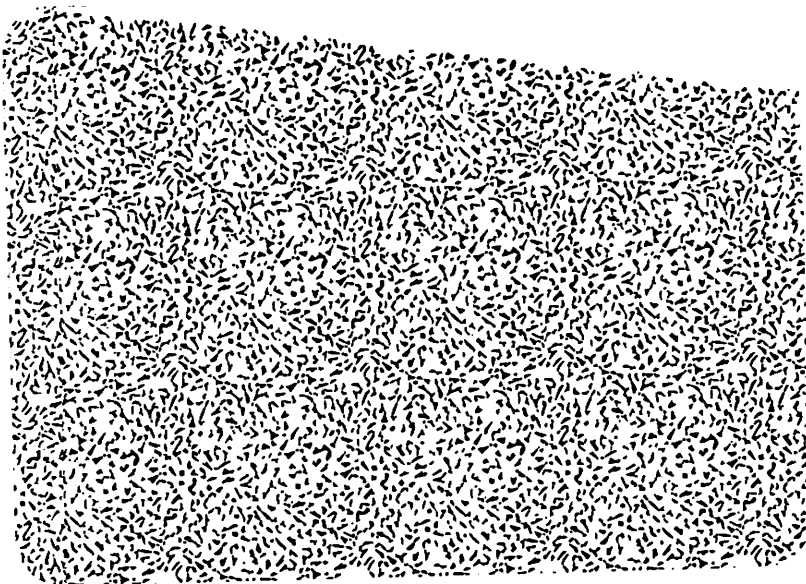
NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552 or Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Rev 01/21

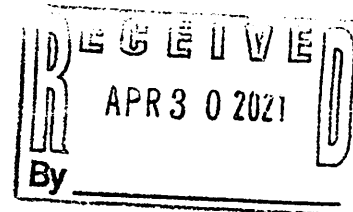
Schulte Properties LLC
XXXXXXXXXXXXXXXX9574

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7 48 BRCSNP1 00117



PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
SAN ANTONIO, TX
PERMIT NO. 561

Important Homeowners Insurance Information



NEOPP Proof of Insurance



RED ROCK VISTA
2449 N TENAYA WAY
LAS VEGAS, NV 89128-9995
(800)275-8777

05/08/2021

02:05 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.75
San Antonio, TX 78269			
Weight: 0 lb 1.40 oz			
Estimated Delivery Date			
Wed 05/12/2021			
Certified Mail®			\$3.60
Tracking #:			
70202450000002497462			
Return Receipt			\$2.85
Tracking #:			
9590 9402 5707 9346 4430 44			
Total			\$7.20

Grand Total: \$7.20

Credit Card Remitted \$7.20
Card Name: VISA
Account #: XXXXXXXX [REDACTED]
Approval #: 014835
Transaction #: 897
AID: A0000000980840
AL: US DEBIT
PIN: Not Required
Chip

USPS is experiencing
increases in
availability
COVID-19

Kiosks of
out. A, Postal
te can s JW you now.

Kiosks of
out. A, Postal
te can s JW you now.

Pre-Order Mail
Track & Package
Sign up for FREE

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

San Antonio, TX 78269

OFFICIAL USE

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00☐ Return Receipt (electronic) \$0.00☐ Certified Mail Restricted Delivery \$0.00☐ Adult Signature Required \$0.00☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.75

Total Postage and Fees \$7.20

Sent To

P.O. Box 692409

Street and Apt. No., PO Box No.

City, State, ZIP+4®

SAN ANTONIO, TX 78269

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

NEOPP-Rushmore
proof of insurancePostmark
Here

05/08/2021

Track Another Package +

Tracking Number: 70202450000002497462

Remove X

Your item was picked up at a postal facility at 5:49 am on May 11, 2021 in SAN ANTONIO, TX 78249.

 **Delivered, Individual Picked Up at Postal Facility**

May 11, 2021 at 5:49 am
SAN ANTONIO, TX 78249

Get Updates ▾

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

Melani Schulte
9811 West Charleston Blvd. #2-351
Las Vegas, NV 89117

May 7, 2021

RUSHMORE LOAN MANAGEMENT SERVICES LLC
ITS SUCESSORS AND/OR ASSIGNS
PO BOX 692409
SAN ANTONIO, TX 78269

Property Address: 10317 NEOPOLITAN PLACE LAS VEGAS, NV 89144
Associated Account Numbers: #XXXXXXXXXXXX9574

Please see the attached proof of insurance through Century-National on the above-referenced property. This policy is paid in full through April 22, 2022 and there is no need to purchase additional insurance, and/or add any additional charges.

Best regards,

Melani Schulte

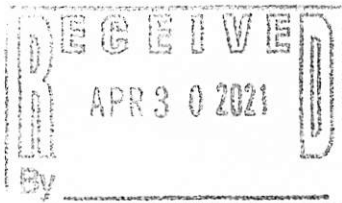
COPY

cc: Matthew Johnson
Johnson and Gubler, PC
8831 W. Sahara Ave.
Las Vegas, NV 89117

NEOPY



RUSHMORE LOAN MANAGEMENT SERVICES LLC
ISAOA ATIMA
PO BOX 692409
SAN ANTONIO, TX 78269-2409



April 26, 2021

Property Address:
10317 NEOPOLITAN PLACE
LAS VEGAS, NV 89144

3613 0.9550 EX 0.000

15 2 34

SCHULTE PROPERTIES LLC
9811 WCHARLESTON BLVD 2-351
LAS VEGAS NV 89117

Coverage Type: FIRE**Loan Number:** XXXXXXXXXXXXXXXX9574**Mortgagee-Payee Clause:**

RUSHMORE LOAN MANAGEMENT SERVICES, L
ISAOA/ATIMA
P O BOX 692409
SAN ANTONIO, TX 78269-2409

Dear Schulte Properties LLC:

Our records show that your insurance policy expired, and we do not have evidence that you have obtained new coverage. **Because insurance is required on your property, we plan to buy insurance for your property.** You must pay us for any period during which the insurance we buy is in effect, but you do not have insurance.

You should immediately provide us with your insurance information. Please ask your agent to provide the documentation by one of the convenient methods listed below. Please ensure that the documentation references your loan number and that the Mortgagee-Payee Clause reads as listed above.

The insurance we buy:

- **May be significantly more expensive than the insurance you can buy yourself.**
- **May not provide as much coverage as an insurance policy you buy yourself.**

If you have any questions, please contact us at (866) 735-2998, Monday through Friday, 8:00 AM to 6:00 PM Central Time.

Sincerely,

Insurance Department

(Please see the attached for additional information regarding this request)



Page 2
 Schulte Properties LLC
 XXXXXXXXXXXXXXX09574

IMPORTANT INFORMATION REGARDING REQUIRED INSURANCE

If you have already purchased insurance, or if you reside in a condominium or townhouse and are insured under a master insurance policy issued to your Homeowners Association, please provide us with a copy of your current policy. Please ensure the insurance policy you provide includes:

- Full property address matching what is shown on the prior page
- Minimum coverage amount of \$148,226
- Coverage period with an effective date of 04/22/21
- Mortgagee-Payee Clause matching what is shown on the prior page
- Named insured
- Deductible amounts

If proof of acceptable insurance is not received within 56 days, we may purchase insurance in order to protect our interest in the property. If purchased, the insurance will remain in effect until you provide us with other acceptable coverage. The insurance we purchase will not provide coverage for liability, contents of the structure, or for personal property, earthquake, or flood. The amount of coverage may not be sufficient to fully rebuild or replace your structure in the event of a loss. The cost of this policy will be charged to you, and you will be responsible for paying for such amounts.

PLEASE TAKE IMMEDIATE ACTION BY PROVIDING EVIDENCE OF YOUR INSURANCE IN ONE OF THE CONVENIENT METHODS LISTED BELOW.

ONLINE: www.imcovered.com/rushmore
AND BY ENTERING YOUR UNIQUE IDENTIFIER
 6513230201

EMAIL THE DECLARATION PAGE AS AN ATTACHMENT TO:
rushmore@imcovered.com

FAX POLICY DECLARATION PAGE TO:
 (866) 257-4121

MAIL POLICY DECLARATION TO:
 Rushmore Loan Management Services, LLC
 P O Box 692409
 San Antonio, TX 78269-2409

Schulte Properties LLC
XXXXXXXXXXXXXXXX9574

ADDITIONAL NOTICES

Rushmore Loan Management Services LLC is a Debt Collector, who is attempting to collect a debt.

Bankruptcy Notice. If you are in bankruptcy or if your obligation to repay this loan was discharged in bankruptcy, this informational notice is sent to you in order to comply with statutory requirements. It is not an attempt to collect a debt. You may disregard information relating to payment remittance. You are not obligated to make payments and any amount(s) you do pay Rushmore is at your discretion. Please note, however, Rushmore reserves the right to exercise its legal rights, including but not limited to foreclosure of its lien interest, only against the property securing the original obligation.

If you have any other mortgage loans secured by the same property not serviced by Rushmore, please contact your other servicer directly to discuss any possible loss mitigation options that may be available to you.

If you are a confirmed Successor-in-Interest who has not assumed the mortgage loan obligation under State Law, this letter is being sent for information purposes only and does not constitute personal liability with respect to the debt.

LEGAL NOTIFICATION: Rushmore Loan Management Services LLC may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Notice of Error Resolution & Information Request Procedures

The following outlines the Error Resolution and Information Request Procedures for your mortgage account at Rushmore Loan Management Services LLC (RLMS). Please keep this document for your records.

If you think an error has occurred on your mortgage account or if you need specific information about the servicing of your loan, please write us at:

Rushmore Loan Management Services LLC
P.O. Box 52262
Irvine, California 92619-2262

All written requests for information or notices of error should contain the following information:

1. Your name
2. Account number
3. Property Address
4. Description of the error and explanation as to why you believe it is an error or a request for specific information regarding the servicing of your loan
5. Current contact information so we may follow up with you

All written requests for specific information will be handled within 30 days of receipt. We will determine whether an error occurred within 30 days after receiving your notice of error and will correct any error promptly (Notices of error on payoff statements will be handled within 7 days). If additional time is needed to investigate your complaint or request, we may take up to 45 days but we will notify you of the extension within the original 30 days. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

HUD STATEMENT

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll free telephone at 1-800-569-4287.

Equal Credit Opportunity Act Disclosure

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552 or Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Rev 01/21

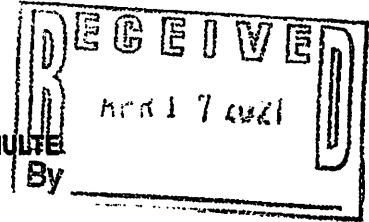
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NEOPD

**CENTURY-NATIONAL**
A NATIONAL GENERAL COMPANY

PO Box 3199 • Winston Salem, NC 27102-3199

MELANI SCHULTE
9811 W CHARLESTON BLVD
STE 2-351
LAS VEGAS, NV 89117Policy Number:
2006167498Named Insured:
MELANI SCHULTEPolicy Period:
4/22/2021 - 4/22/2022

12:01 AM

Date of Notice:

4/9/2021

Policy Underwritten By:

Century-National Insurance Company
24 Hour Claim Reporting: 1-844-582-7969
For Policy Information: 1-844-582-7974
www.NatGenPremier.com

9008288

Westwood Insurance Agency, Inc.
8407 Fallbrook Ave Ste 200
West Hills CA 91304
(800) 676-5066**DESCRIBED LOCATION/RESIDENCE PREMISES**10317 NEOPOLITAN PL
LAS VEGAS, NV 89144**CENTURY NATIONAL DWELLING FIRE POLICY DECLARATIONS****TRANSACTION TYPE:**

Endorsement - EFFECTIVE: 4/22/2021

PAYMENT TYPE:

DIRECT BILL - 1-Pay

Dear Policyholder,

This declarations page reflects the recent changes made to your dwelling fire policy. Please review the endorsement and keep it with your insurance records.

In the event of a loss, call our toll-free number 1-844-582-7969 for 24-hour claim reporting. Our dedicated professionals are ready to help 24 hours a day, seven days a week.

Thank you for letting us be of service and if you have any questions, please contact WESTWOOD INSURANCE AGENCY, INC. at (800) 676-5066.

PREMIUM ADJUSTMENT: NONE

CHANGE ENDORSEMENT

Your policy has changed

Changed Applicant Information : Melani Schulte

[Return](#)

Find Past Check or Deposit Slip Images

[View Image](#)

Account Checking - 3877
Check Number 13918
Date Processed 4/9/2021
Amount \$621.00

[Review Back](#)

[Print](#) | [Save](#)

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING
NGIC MAC: 03012581. 04/09/2021. 13. Kelli Gonzalez

SCHULTE PROPERTIES LLC
DEBTOR IN POSSESSION
BANKRUPTCY CASE #18-12734-MKN
0811 W CHARLESTON BLVD STE 2-351
LAS VEGAS, NV 89117

U.S. BANK NATIONAL ASSOCIATION
LAS VEGAS, NV 89102
84-169/1212

13918
04/06/2021

PAY TO THE ORDER OF **CENTURY NATIONAL INSURANCE COMPANY** \$ **621.00**
**** SIX HUNDRED TWENTY-ONE AND 00/100 DOLLARS

PROTECTED AGAINST FRAUD

CENTURY NATIONAL INSURANCE COMPANY
C/O NATIONAL GENERAL INSURANCE
PO BOX 89431
CLEVELAND, OH 44101-6431

VOID AFTER 90 DAYS
[Signature]

MEMO: **NEOPP - PROPERTY INSURANCE #20061...**

SCHULTE PROPERTIES LLC 2018 OPERATI

013918

[Cancel](#)

[Done](#)

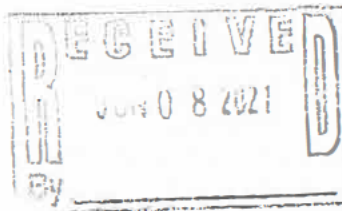
NEOPK

ex



RUSHMORE LOAN MANAGEMENT SERVICES LLC
ISAOA ATIMA
PO BOX 692409
SAN ANTONIO, TX 78269-2409

May 31, 2021



Property Address:
10317 NEOPOLITAN PLACE
LAS VEGAS, NV 89144

Coverage Type: FIRE
Loan Number: XXXXXXXXXXXXXXX9574

Mortgagee-Payee Clause:
RUSHMORE LOAN MANAGEMENT SERVICES, LLC
ISAOA/ATIMA
P O BOX 692409
SAN ANTONIO, TX 78269-2409

3013 0.9550 EX 0.000 13 1 33

SCHULTE PROPERTIES LLC
9811 WCHARLESTON BLVD 2-351
LAS VEGAS NV 89117

Dear Schulte Properties LLC:

This is your second and final notice that our records show that your insurance policy expired, and we do not have evidence that you have obtained new coverage. **Because insurance is required on your property, we plan to buy insurance for your property.** You must pay us for any period during which the insurance we buy is in effect, but you do not have insurance.

You should immediately provide us with your insurance information. Please ask your agent to provide the documentation by one of the convenient methods listed below. Please ensure that the documentation references your loan number and that the Mortgagee-Payee Clause reads as listed above.

The insurance we buy:

- Will cost an estimated \$963.48 annually, which may be significantly more expensive than insurance you can buy yourself.
- May not provide as much coverage as an insurance policy you buy yourself.

If you have any questions, please contact us at (866) 735-2998, Monday through Friday, 8:00 AM to 6:00 PM Central Time.

Sincerely,

Insurance Department



(Please see the attached for additional information regarding this request)

Page 2
 Schulte Properties LLC
 XXXXXXXXXXXXXXXX9574

IMPORTANT INFORMATION REGARDING REQUIRED INSURANCE

If you have already purchased insurance, or if you reside in a condominium or townhouse and are insured under a master insurance policy issued to your Homeowners Association, please provide us with a copy of your current policy. Please ensure the insurance policy you provide includes:

- Full property address matching what is shown on the prior page
- Minimum coverage amount of \$148,226
- Coverage period with an effective date of 04/22/21
- Mortgagee-Payee Clause matching what is shown on the prior page
- Named insured
- Deductible amounts

If proof of acceptable insurance is not received within 21 days, we may purchase insurance in order to protect our interest in the property. If purchased, the insurance will remain in effect until you provide us with other acceptable coverage. The insurance we purchase will not provide coverage for liability, contents of the structure or for personal property, earthquake or flood. The amount of coverage may not be sufficient to fully rebuild or replace your structure in the event of a loss. The cost of this policy will be charged to you, and you will be responsible for paying for such amounts.

PLEASE TAKE IMMEDIATE ACTION BY PROVIDING EVIDENCE OF YOUR INSURANCE IN ONE OF THE CONVENIENT METHODS LISTED BELOW.

ONLINE: www.imcovered.com/rushmore
AND BY ENTERING YOUR UNIQUE IDENTIFIER
 6513230201

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rushmore@imcovered.com

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 (866) 257-4121

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 P O Box 692409
 San Antonio, TX 78269-2409

Schulte Properties LLC
XXXXXXXXXXXXXXXX9574

ADDITIONAL NOTICES

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Bankruptcy Notice. If you are in bankruptcy or if your obligation to repay this loan was discharged in bankruptcy, this informational notice is sent to you in order to comply with statutory requirements. It is not an attempt to collect a debt. You may disregard information relating to payment remittance. You are not obligated to make payments and any amount(s) you do pay Rushmore is at your discretion. Please note, however, Rushmore reserves the right to exercise its legal rights, including but not limited to foreclosure of its lien interest, only against the property securing the original obligation.

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P.O. Box 52262
Irvine, California 92619-2262

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HUD STATEMENT

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll free telephone at 1-800-569-4287.

Equal Credit Opportunity Act Disclosure

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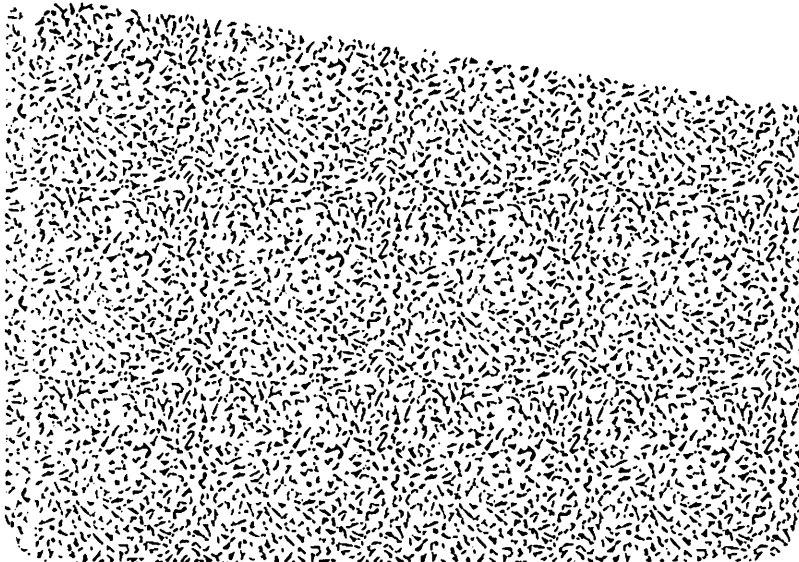
Rev 01/21



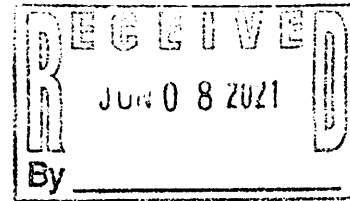
Schulte Properties LLC
XXXXXXXXXXXXXXXX9574

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9 48 DRC5NP1 09117



PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
SAN ANTONIO, TX
PERMIT NO. 561

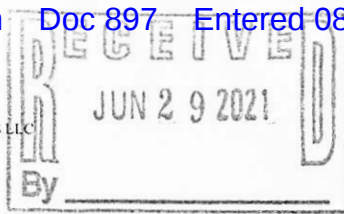
Important Homeowners Insurance Information



NEOPP



RUSHMORE LOAN MANAGEMENT SERVICES LLC
ISAOA/ATIMA
PO BOX 692409
SAN ANTONIO, TX 78269-2409



June 24, 2021

Property Address:
10317 NEOPOLITAN PLACE
LAS VEGAS, NV 89144

Coverage Type: FIRE**Loan Number:** XXXXXXXXXXXXXXXX9574**Mortgagee-Payee Clause:**

RUSHMORE LOAN MANAGEMENT SERVICES, LLC
ISAOA/ATIMA
P O BOX 692409
SAN ANTONIO, TX 78269-2409

4915 1.1460 EX 0.000 22 2 75

SCHULTE PROPERTIES LLC
9811 W CHARLESTON BLVD 2-351
LAS VEGAS NV 89117

Dear Schulte Properties LLC:

This is your final notice that our records show that your insurance policy expired and we do not have evidence that you have obtained new coverage. **Because insurance is required on your property, we bought insurance for your property.** You must pay us for any period during which the insurance we bought is in effect, but you do not have insurance.

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Sincerely,

Insurance Department



(Please see the attached for additional information regarding this request)

Page 2
 Schulte Properties LLC
 XXXXXXXXXXXXXXX9574

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ONLINE: www.imcovered.com/rushmore
 AND BY ENTERING YOUR UNIQUE IDENTIFIER
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Schulte Properties LLC
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Rev 01/21

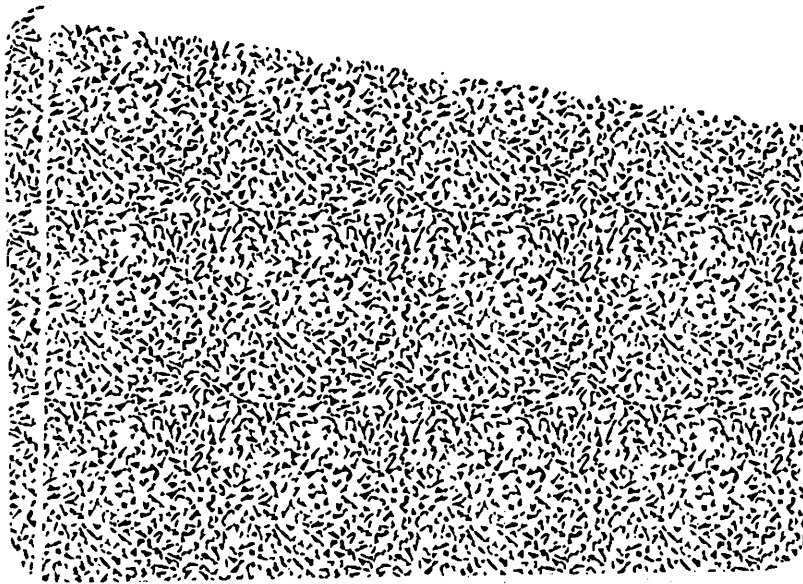
Schulte Properties LLC
XXXXXXXXXXXXXXXX9574

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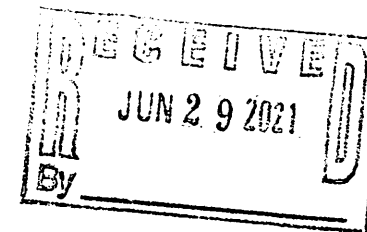


EVIDENCE OF INSURANCE

Agency Southwest Business Corporation 9311 San Pedro, Suite 600 San Antonio, Texas 78216		Company GREAT AMERICAN ASSURANCE CO																													
		Certificate Number GAV0402158																													
		Certificate Effective Date (mm/dd/yy) 04/22/21	Certificate Expiration Date (mm/dd/yy) UNTIL CANCELLED																												
Borrower SCHULTE PROPERTIES LLC 9811 WCHARLESTON BLVD 2-351 LAS VEGAS, NV 89117		Master Policy Number E414838																													
		Description of Insured Property 10317 NEOPOLITAN PLACE LAS VEGAS, NV 89144																													
Co-Borrower																															
Coverages and Limits of Liability <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Described Dwelling/Building</td> <td style="width: 10%; text-align: right;">\$148,226</td> <td style="width: 40%;">Medical Payments to Others</td> <td style="width: 10%;"></td> </tr> <tr> <td>Other Structures</td> <td style="text-align: right;">\$14,822</td> <td>Each Person</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Unscheduled Personal Property</td> <td style="text-align: right;">\$0.00</td> <td>Each Accident</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Personal Liability</td> <td></td> <td>Loss of Rents/Use (10% only)</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Each Occurrence</td> <td style="text-align: right;">\$0.00</td> <td>*Tenant Use Only</td> <td></td> </tr> <tr> <td>Additional Living Expense</td> <td style="text-align: right;">\$0</td> <td>Damage to the Property of Others</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="4">* Owner Occupied Properties Only</td> </tr> </table>				Described Dwelling/Building	\$148,226	Medical Payments to Others		Other Structures	\$14,822	Each Person	\$0.00	Unscheduled Personal Property	\$0.00	Each Accident	\$0.00	Personal Liability		Loss of Rents/Use (10% only)	\$0	Each Occurrence	\$0.00	*Tenant Use Only		Additional Living Expense	\$0	Damage to the Property of Others	\$0.00	* Owner Occupied Properties Only			
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* Owner Occupied Properties Only																															
Deductibles If Occupied Windstorm & Hail \$2,965 Vandalism \$2,500 All Other Covered Perils \$2,500 If Vacant Windstorm & Hail \$2,965 Vandalism \$2,500 All Other Covered Perils \$2,500		<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Type of Coverage</td> <td style="width: 50%;">Type of Property</td> </tr> <tr> <td>FIRE</td> <td>RESIDENTIAL</td> </tr> <tr> <td colspan="2">Insured/Lender Name & Address</td> </tr> <tr> <td colspan="2">RUSHMORE LOAN MANAGEMENT SERVICES</td> </tr> <tr> <td colspan="2">15480 LAGUNA CANYON RD STE 100</td> </tr> <tr> <td colspan="2">IRVINE, CA 92618</td> </tr> <tr> <td colspan="2">(866) 735-2998</td> </tr> <tr> <td colspan="2">Lender Loan Number XXXXXXXXXXXXXXXX9574</td> </tr> <tr> <td>Premium</td> <td style="text-align: right;">\$80.29</td> </tr> <tr> <td>Policy Fee</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Other Fee</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Surplus Lines Tax</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Stamping Fee</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total (MONTHLY)</td> <td style="text-align: right;">\$80.29</td> </tr> </table>		Type of Coverage	Type of Property	FIRE	RESIDENTIAL	Insured/Lender Name & Address		RUSHMORE LOAN MANAGEMENT SERVICES		15480 LAGUNA CANYON RD STE 100		IRVINE, CA 92618		(866) 735-2998		Lender Loan Number XXXXXXXXXXXXXXXX9574		Premium	\$80.29	Policy Fee	\$0.00	Other Fee	\$0.00	Surplus Lines Tax	\$0.00	Stamping Fee	\$0.00	Total (MONTHLY)	\$80.29
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Other Fees:																															
<p>THIS COVERAGE IS SUBJECT TO ALL TERMS, CONDITIONS AND EXCLUSIONS OF THE MASTER POLICY. THIS EVIDENCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY. IT IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS COVERAGE IS EXCESS OVER ANY OTHER VALID INSURANCE COVERING THE PROPERTY WHETHER COLLECTIBLE OR NOT. FOR A COMPLETE COPY OF THE MASTER POLICY, CONTACT YOUR LENDER.</p> <p>ANY CLAIMS ON PROPERTIES INSURED FOR THE PRINCIPAL BALANCE ONLY WILL BE SUBJECT TO THE REPLACEMENT COST PROVISION OF THE MASTER POLICY. ANY LOSS OR DAMAGE INVOLVING MOLD, MILDEW OR FUNGI OF ANY KIND IS EXCLUDED FROM THE MASTER POLICY.</p> <p>THE PREMIUM ON THIS POLICY IS LIKELY TO BE HIGHER THAN THE PREMIUM ON A POLICY YOU CAN OBTAIN THROUGH YOUR AGENT OR INSURANCE COMPANY. THIS POLICY MAY ALSO PROVIDE LESS COVERAGE THAN THE ONE SECURED THROUGH YOUR AGENT OR INSURANCE COMPANY.</p>																															



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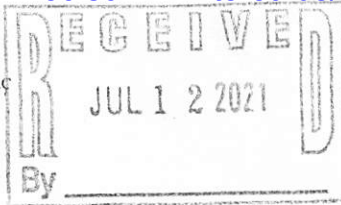
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U.S. POSTAGE PAID
SAN ANTONIO, TX
PERMIT NO. 561

Important Homeowners Insurance Information





RUSHMORE LOAN MANAGEMENT SERVICES LLC
ISAOA ATIMA
PO BOX 692409
SAN ANTONIO, TX 78269-2409



July 5, 2021

Property Address:

10317 NEOPOLITAN PLACE
LAS VEGAS, NV 89144

Coverage Type: FIRE

Certificate Number: GAV0402158

Loan Number: XXXXXXXXXXXXXXX9574

5229 0.7640 EX 0.000

20 3 67

SCHULTE PROPERTIES LLC
9811 WCHARLESTON BLVD 2-351
LAS VEGAS NV 89117

Dear Schulte Properties LLC:

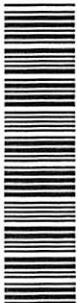
Confirmation of acceptable insurance coverage for your property has been received, or your loan has been paid in full. The coverage that we purchased on your behalf has been canceled effective 04/22/21. A premium refund of \$240.87 has been credited to your loan. An earned premium of \$.00 was charged to your account for the time the policy was in force.

Note: If the above insurance was canceled because you have paid off your loan, we encourage you to maintain adequate insurance to protect your investment.

If you have any questions about this letter or the requirement to provide insurance for your property, please contact us at (866) 735-2998, Monday through Friday, 8:00 AM to 6:00 PM Central Time.

Sincerely,

Insurance Department



Schulte Properties LLC
XXXXXXXXXXXXXXXX9574

ADDITIONAL NOTICES

Rushmore Loan Management Services LLC is a Debt Collector, who is attempting to collect a debt.

Bankruptcy Notice. If you are in bankruptcy or if your obligation to repay this loan was discharged in bankruptcy, this informational notice is sent to you in order to comply with statutory requirements. It is not an attempt to collect a debt. You may disregard information relating to payment remittance. You are not obligated to make payments and any amount(s) you do pay Rushmore is at your discretion. Please note, however, Rushmore reserves the right to exercise its legal rights, including but not limited to foreclosure of its lien interest, only against the property securing the original obligation.

If you have any other mortgage loans secured by the same property not serviced by Rushmore, please contact your other servicer directly to discuss any possible loss mitigation options that may be available to you.

If you are a confirmed Successor-in-Interest who has not assumed the mortgage loan obligation under State Law, this letter is being sent for information purposes only and does not constitute personal liability with respect to the debt.

LEGAL NOTIFICATION: Rushmore Loan Management Services LLC may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Notice of Error Resolution & Information Request Procedures

The following outlines the Error Resolution and Information Request Procedures for your mortgage account at Rushmore Loan Management Services LLC (RLMS). Please keep this document for your records.

If you think an error has occurred on your mortgage account or if you need specific information about the servicing of your loan, please write us at:

Rushmore Loan Management Services LLC
P.O. Box 52262
Irvine, California 92619-2262

All written requests for information or notices of error should contain the following information:

1. Your name
2. Account number
3. Property Address
4. Description of the error and explanation as to why you believe it is an error or a request for specific information regarding the servicing of your loan
5. Current contact information so we may follow up with you

All written requests for specific information will be handled within 30 days of receipt. We will determine whether an error occurred within 30 days after receiving your notice of error and will correct any error promptly (Notices of error on payoff statements will be handled within 7 days). If additional time is needed to investigate your complaint or request, we may take up to 45 days but we will notify you of the extension within the original 30 days. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

HUD STATEMENT

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll free telephone at 1-800-569-4287.

Equal Credit Opportunity Act Disclosure

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552 or Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

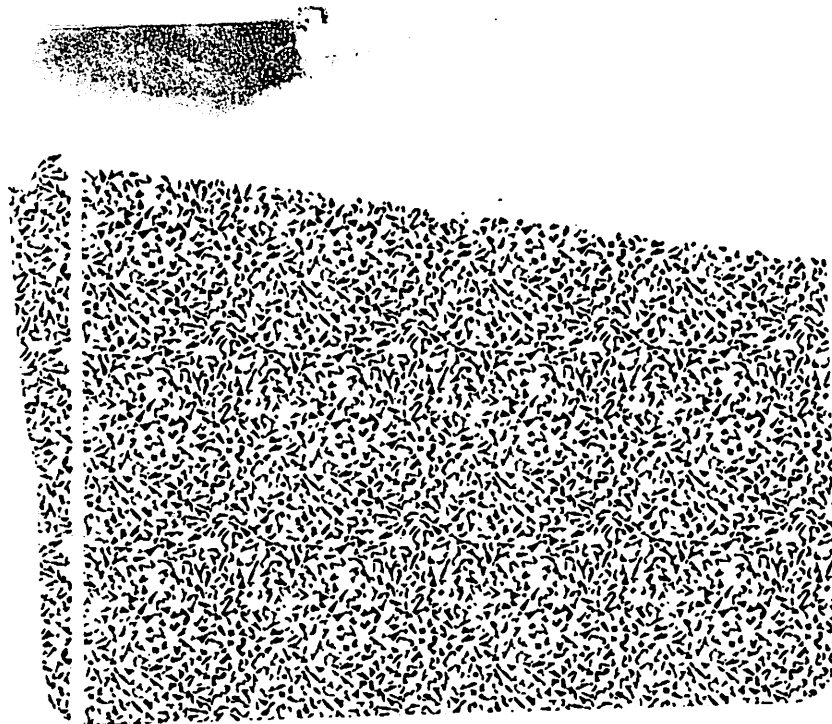
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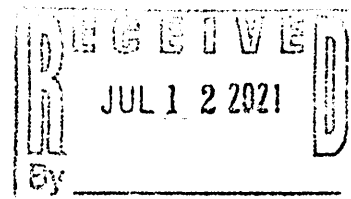
Schulte Properties LLC
XXXXXXXXXXXXXXXX9574

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PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
SAN ANTONIO, TX
PERMIT NO. 561

Important Homeowners Insurance Information





CLARK COUNTY

RECEIPT NUMBER: 48440368

Page 1 of 1

Entered: 3/9/2021 1:53 PM

Interest Date: 3/9/2021

Cashier: edom

Drawer: 2003

Amount Tendered: \$528.21

Less Change: \$0.00

Amount Applied: \$528.21

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
137-25-612-074	2021	200	\$528.21	Property Tax Principal
TOTAL:			\$528.21	

Form of Payment	Amount	Reference	Payer
Check	\$528.21	CK 13800	SCHULTE PROPERTIES L L C
TOTAL:	\$528.21		

Thank you for your payment.

End of Receipt Number 48440368: 1 Page

SCHULTE PROPERTIES L L C
9811 W CHARLESTON BLVD #2-351
LAS VEGAS NV 89117

RECEIPT NUMBER: 48440368

[PROD]

Run: 3/9/2021 1:53:57 PM

Property Account Inquiry - Summary Screen

[New Search](#)
[Recorder](#)
[Treasurer](#)
[Assessor](#)
[Clark County Home](#)

Parcel ID	137-25-612-074	Tax Year	2021	District	200	Rate	3.2782
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Situs Address:	10317 NEOPOLITAN PL LAS VEGAS
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Legal Description:	ASSESSOR DESCRIPTION: SAN MARINO PLAT BOOK 68 PAGE 29 LOT 73 BLOCK AGEOID: PT S2 NE4 SEC 25 20 59
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Status:	Property Characteristics		Property Values		Property Documents	
Active	Tax Cap Increase Pct.	6.7	Land	26250	2018040602391	4/6/2018
Taxable	Tax Cap Limit Amount	2112.82	Improvements	47357	2013082102198	8/21/2013
	Tax Cap Reduction	300.16	Total Assessed Value	73607	2010110103486	11/1/2010
	Land Use	1-10 Single Family Residential	Net Assessed Value	73607	2007030106442	3/1/2007
	Cap Type	OTHER	Exemption Value New Construction	0	2007020103166	2/1/2007
	Acreage	0.1300	New Construction - Supp Value	0	2004082404152	8/24/2004
	Exemption Amount	0.00			01110201501	11/2/2001

Role	Name	Address	Since	To
Owner	SCHULTE PROPERTIES L C	9811 W CHARLESTON BLVD #2-351 , LAS VEGAS, NV 89117 UNITED STATES	4/18/2018	Current

Summary

Item	Amount
Taxes as Assessed	\$2,412.98
Less Cap Reduction	\$300.16
Net Taxes	\$2,112.82

PAST AND CURRENT CHARGES DUE TODAY

Tax Year	Charge Category	Amount Due Today
2021	Property Tax Principal	\$528.21
CURRENT AMOUNTS DUE as of 3/7/2021		\$528.21

NEXT INSTALLMENT AMOUNTS

Tax Year	Charge Category	Installment Amount Due
THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 3/7/2021		

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

Tax Year	Charge Category	Remaining Balance Due
2021	Property Tax Principal	\$528.21
2021	Las Vegas Artesian Basin	\$0.00
TAX YEAR TOTAL AMOUNTS DUE as of 3/7/2021		\$528.21

PAYMENT HISTORY

Last Payment Amount	\$528.21
Last Payment Date	12/23/2020
Fiscal Tax Year Payments	\$1,587.03
Prior Calendar Year Payments	\$2,577.11
Current Calendar Year Payments	\$0.00